

REQUEST FOR PROPOSALS NO. 080515-1

COMPLETE REBUILD 816F COMPACTOR

GLOBE, ARIZONA

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

County Manager

Don E. McDaniel, Jr.

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**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Request for Proposals for the complete rebuild of an 816F Compactor for the Gila County Recycling and Landfill Department.

SUBMITTAL DUE DATE: 4:00 PM MST, Wednesday, October 07, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:

John Root, Shop, Fleet, Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board office.

Arizona Silver Belt Advertisement Dates: **September 23 and September 30, 2015**

Signed: _____
Michael A. Pastor, Chairman of the Board

Date: _____

Signed: _____
Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: _____

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SCOPE OF WORK

It is the intent of this solicitation to award a contract for the rebuilding of one 816F Caterpillar Compactor Engine.

See attached: **(Exhibit "C") Pages 14-15 for Minimum Specifications** and **pages 21-25** as specified on **Price Sheet** for total price being proposed.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment rebuild shall be considered for award.

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INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Proposal

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, **original signature in ink**, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature-Offer Page at time and place of opening shall be grounds for automatic disqualification of the Vendor(s) from further consideration.

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Instructions to Vendors continued...

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

- 1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

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Instructions to Vendors continued...

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of "As Read" proposals received is on file in the Finance Department.

Late Proposals

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that Three copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

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Instructions to Vendors continued...

awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Vendors errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "REQUEST FOR PROPOSALS" with Proposal Title "COMPLETE REBUILD 816F COMPACTOR", Bid Number, "080515-1", Date "WEDNESDAY, OCTOBER 07, 2015", and Time "4:00 PM MST" of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.

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GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as a total, or any part thereof, whichever is deemed to be in the best interest, and most advantageous to Gila County.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Vendor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.
5. Those Vendors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

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COMPLETE REBUILD 816F COMPACTOR**

General Terms & Conditions continued...

Protests

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 27, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

Indemnification

The Vendor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the

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Contract Award Agreement continued...

Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Vendor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approve the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

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Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

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Contract Award Agreement continued...

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to the Vendor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions, services or specifications required in the contract.
2. In the opinion of the County, Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

**REQUEST FOR PROPOSALS NO. 080515-1
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Contract Award Agreement continued...

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Fiscal Services Manager shall give written notice to the Vendor submitting this request.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: The complete rebuild of an 816F Compactor.

Purpose:

It is the intent of Gila County to establish, by this Request for Proposals, the contract to have a qualified contractor provide a complete rebuild of an 816F Compactor.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing and stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
 - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
 - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
 - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
 - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
 - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-25)
 - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 26)
 - 1.5.8 Offer page, MANADATORY. (Attachment page 27-28)

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COMPLETE REBUILD 816F COMPACTOR

Minimum Specifications continued...

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **Complete Rebuild 816F Compactor** during the contract period. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one hundred and twenty calendar days (120), unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

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QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 4.0

CONTRACT NUMBER: 080515-1, COMPLETE REBUILD OF 816F COMPACTOR

The applicant submitting this Proposal warrants the following:

- 4.1 Name, Address, and Telephone Number of Principal Vendor:

- 4.2 Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
- 4.3 Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
- 4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

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Qualification & Certification Form continued...

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.

Signature of Authorized Representative

Printed Name

Title

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REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

CUSTOMER NAME AND ADDRESS

TELEPHONE

PRIMARY CONTACT

Signature of Authorized Person to Sign

Printed Name

Title

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LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

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**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)

of _____
and _____
(Name of Business)

That he is bidding on **Gila County Request for Proposals No. 080515-1 – Complete Rebuild 816F Compactor** and,

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My Commission expires:

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PRICE SHEET

Complete and Return this form(s) for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: _____

Trailer Make & Model: _____

SPECIFICATIONS <i>Complete Rebuild 816F Compactor</i>	Meets Specifications <u>Yes</u> <u>No</u>	
PART 1		
REMOVE, RECONDITION AND INSTALL RADIATOR		
REMOVE AND INSTALL ENGINE		
RECONDITION 3306 ENGINE		
NEW PARTS TO BE INSTALLED:		
AIR FILTERS		
ALL SOFT HOSES		
BREATHER		
CAMSHAFT BEARINGS		
CONNECTING ROD BEARINGS		
EXHAUST STUDS		
FAN BELTS		
FRONT AND REAR CRANKSHAFT SEALS		
HAND PRIMING PUMP		
LIFTER CLIPS		
OIL, OIL FILTERS, FUEL FILTERS		
ALL GASKETS AND SEALS		
SENSORS AND SWITCHES		
TEMPERATURE REGULATOR		
THRUST BEARINGS AND CRANKSHAFT BEARINGS		

RECONDITION OR INSTALL REMANUFACTURED:		
AIR COMPRESSOR		
CYLINDER HEAD(S): INCLUDES VALVE GUIDES		
EXHAUST VALVES, INTAKE VALVES, ROTATORS, SPRING SEATS		
CYLINDER LINER PACKS: Includes Liner, Piston, Rings, Wrist Pin and Connecting Rod		
ENGINE OIL COOLER		
FAN DRIVE		
FUEL INJECTION PUMP		
FUEL INJECTORS		
GOVERNOR		
OIL PUMPS		
TIMING ADVANCE		
TURBOCHARGER: Includes Re-bearing and Re-Seal, Clean Housings, New Gaskets, Seals and Bolts; or a Remanufactured Cartridge (where available)		
WATER PUMP		
ELECTRONIC CONTROL MODEL		
REQUIRED PRODUCT UPDATES		
QUALITY CONTROL RECORD		
SERVICES TO BE PERFORMED:		
OPERATIONAL TEST, TO INCLUDE:		
CHECK AND ADJUST HIGH IDLE, LOW IDLE, BALANCE POINT AND RATED SPEED		
PERFORMANCE CHECK OF ENGINE WITHIN 3% OF RATED HP		
SAMPLE ENGINE OIL AND INSPECT OIL FILTERS		
PAINT ENGINE		
REPLACE WIRING HARNESS:		
REPLACE ALL WIRING HARNESSES INCLUDING CAB HARNESSES		
REMOVE AND INSTALL TRANS, TC AND TRF GEARS		
RECONDITION POWER SHIFT TRANSMISSION: Replace all seals, gaskets, bearings, and plates that do not meet Caterpillar Re-use Guidelines		
REMOVE AND INSTALL BOTH AXLE GROUPS FOR RECONDITIONING		
REPLACE ALL AXLE MOUNTING BOLTS ON FRONT AXLE		
RECONDITION FRONT DRIVE AXLE: Replace all seals, bearings, and brake plates that do not meet Caterpillar Re-use Guidelines		

PART 2		
INSPECT OR TEST. THESE ITEMS ARE ADDITIONAL TO THE COST OF RECONDITION ONLY IF THEY DO NOT MEET CATERPILLAR RE-USE GUIDELINES:		
CAMSHAFT, CAMSHAFT ROLLERS AND FOLLOWERS		
CRANKSHAFT (INSPECT AND POLISH), CYLINDER BLOCK		
ENGINE MOUNTS		
FUEL INJECTION LINES		
HEAT SHIELDS		
PISTON SPRAY TUBES		
PULLEYS AND DAMPER		
GEARS		
RING GEAR		
ROCKER ARM ASSEMBLY		
SPACER PLATE AND LINER PROTRUSION		
STARTER AND ALTERNATOR		
TRANSMISSION AND OTHER ATTACHED OIL COOLER		
DAMAGED REMANUFACTURED OR NON-CATERPILLAR CORES		
DAMAGED MAJOR CASTINGS (CYLINDER BLOCK, FUEL PUMP HOUSING, FRONT COVER, REAR COVER, FLYWHEEL, FLYWHEEL HOUSING, OIL PAN CRANKSHAFT)		
OPTION		
REPAIR AND APPLY ABRASION RESISTANT MATERIAL (NOT HARD FACE) ON THE OUTER HORIZONTAL EDGE OF THE WHEEL ASSEMBLY OF ALL FOUR WHEELS.		
<p>THIS SPACE INTENTIONALLY LEFT BLANK</p>		

PART 1 SUB-TOTAL	\$.
ELIGIBLE DISCOUNTS	\$.
TAXES	\$.
<i>TOTAL COST OF PART 1</i>	\$.
PART 2 SUB-TOTAL	\$.
ELIGIBLE DISCOUNTS	\$.
TAXES	\$.
<i>TOTAL COST OF PART 2</i>	\$.
OPTION -WHEEL REPAIR-SUB-TOTAL	\$.
ELIGIBLE DISCOUNTS	\$.
TAXES	\$.
<i>TOTAL COST OF OPTION-WHEEL REPAIR</i>	\$.

Estimated Date of Delivery: _____

Delivery Location: Gila County Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

VENDOR CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed and submitted with this RFP. If Vendor fails to complete and execute any portion of the Bid Documents, this RFP will be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED - EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
NON COLLUSION AFFIDAVIT	_____
PRICE SHEET	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2015

VENDOR:

BY:

Each proposal shall be sealed in an envelope addressed to Jeannie Sgroi, Gila County Finance Department and bearing the following statement on the outside of the envelope: **Bid No. 080515-1, Complete Rebuild 816F Compactor.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **4:00 PM, Wednesday, October 07, 2015.**

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the equipment, material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

CONTRACT NO.: 080515-1 Complete Rebuild 816F Compactor

Vendor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

Signature of Authorized Representative

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Offer Page continued...

The Vendor _____ is now bound to provide the materials or services listed in RFP No.: 080515-1, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County or public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

Michael A. Pastor, Chairman of the Board

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney